CONSTITUTIONAL LAW—FELLOW SERVANTS—POLICE POWER.—A statute making railroad companies liable to all employees for injuries caused by negligence of any of their servants in charge of any signal telegraph office, switch yard, shop, round house, locomotive engine, or train, is held, in *Indianapolis Union R. Co.* v. *Houlihan* (Ind.), 54 L. R. A. 787, to be constitutional as an exercise of the police power.

NUISANCES—INTOXICATING LIQUORS—ABATEMENT.—The fact that all places where intoxicating liquors are sold are declared by statute to be nuisances is held, in *State* v. *Stark* (Kan.), 54 L. R. A. 910, not to justify their abatement by any person or persons without process of law. This case grew out of the Carrie Nation Crusade, and the opinion contains an interesting discussion of the right of private persons to abate a public nuisance.

TAXATION—TEMPORARY RESIDENCE.—A farmer who, to give his children school facilities, takes a house in town in which he places some of his household effects and lives with his family, is held, in *Montgomery* v. *Lebanon* (Ky.), 54 L. R. A. 914, not to be subject to taxation there, where he keeps his country house at all times in readiness to receive the family, and performs his duties as a citizen where his country house is located, claiming that as his home.

LIBELOUS WORDS IN PLEADING—PRIVILEGED COMMUNICATIONS.—Libelous words in a pleading, which are entirely foreign to the issues, and not pertinent to the subject of the controversy, are held, in *Grant* v. *Hayne* (La.), 54 L. R. A. 930, not to be within the rule protecting averments in judicial proceedings as privileged. See 7 Va. Law Register, 648-674. See also article on "Privileged Communications in Judicial Proceedings," 5 Va. Law Register, 1.

CONSTITUTIONAL LAW—CONTRACTS FOR PUBLIC PRINTING.—A statute prohibiting the letting of public printing to papers which have been established less than a year is held, in *Van Harlingen* v. *Doyle* (Cal.), 54 L. R. A. 771, to violate constitutional provisions that all laws of a general nature shall have a uniform operation, and that no citizen shall be granted privileges which upon the same terms shall not be granted to all citizens.

CONTRACTS—COMMISSIONS OF INSURANCE AGENT.—An agent who secures an application for insurance at a time when he has not complied with the statute prohibiting, under penalty, the soliciting of insurance without a license, is held, in *Black* v. *Security Mut. L. Asso.* (Me.), 54 L. R. A. 939, not to be entitled to recover commissions thereon, although the policies are not issued until after the license is procured, and the statute does not expressly prevent recovery of the commissions.

FIRE INSURANCE—ABSENCE OF WATCHMAN—STATEMENTS IN APPLICATION. The temporary absence of a competent watchman regularly employed for a mill, during which the mill is destroyed by fire, is held in *McGannon* v. *Michigan Millers' Mut. F. Ins. Co.* (Mich.), 54 L. R. A. 739, not to avoid a policy of

insurance on the property, which stipulates that statements in the application shall be a part of the contract, although in the application the insured agrees to keep a watchman on the premises at such times as that when the fire occurs.

TAXATION—PUBLIC PROPERTY—ARMORIES.—An armory "owned" and occupied by any command of the volunteer military forces of the State is held, in *Board of Trustees of the Gate City Guards* v. *Atlanta* (Ga.), 54 L. R. A. 806, not to be public property within the meaning of the constitutional provision authorizing the exemption from taxation of all public property; and a statute declaring that it shall be to all intents and purposes public property, and exempt from taxation, is held to be void.

MUNICIPAL CORPORATIONS—NEGLIGENCE—FAILURE TO ENFORCE ORDINANCE.—Failure of a municipality to attempt to enforce its ordinance limiting the speed at which bicycles may be ridden on its streets is held, in *Hagerstown* v. *Klotz* (Md.), 54 L. R. A. 940, to render it liable for injuries to a pedestrian knocked down by a bicycle which is being ridden at an immoderate rate of speed. This ruling seems out of line with the authorities. See *Jones* v. *Williamsburg*, 97 Va. 722; Note 14 C. C. A. 534–547.

INSURANCE AGAINST SICKNESS—CONTINUOUS CONFINEMENT.—Recovery on a policy insuring against sickness, which limits liability to the period when insured is continuously confined to his house and subject to the personal calls of a registered physician in good standing, is held, in *Hoffman* v. *Michigan Home & H. Asso.* (Mich.), 54 L. R. A. 746, not to be defeated by the fact that the insured went out by direction of his physician for an occasional and necessary airing, if, by reason of his illness, he was continuously confined to the house for a large portion of the time.

INJURIES RESULTING FROM FAILURE TO COMPLY WITH STATUTE.—A merchant who fills a jug with gasoline for a customer, without complying with the statute providing that no gasoline shall be sold unless the package containing it is marked "gasoline," is held, in *Ives* v. *Welden* (Ia.), 54 L. R. A. 854, to be liable for injuries to a member of the customer's family by its explosion when she attempts to use it believing it to be kerosene.

As to damages for breach of a statute, see *Conelly* v. *West. Union Tel. Co.*, 7 Va. Law Register 704, and note.

PRINCIPAL AND AGENT—LOSS OF MONEY BY BURGLARY.—Where moneys of a railroad company in the hands of an agent were stolen by burglars from a safe in which he had deposited them, *Held*, that in the absence of a special agreement he was not an insurer, but only a bailee answerable for ordinary neglect. He was not responsible for the loss of the money resulting from dangers necessarily incident to its keeping, nor from accident or irresistible force, under which latter term a loss by robbery or burglary is comprehended. *Louisville & N. R. Co.* v. *Buffington* (Ala.), 31 South. 592.